

BID DOCUMENTS

*BLUFFTON ROAD / PARKWAY  
TRAFFIC CIRCLE  
LANDSCAPE IMPROVEMENTS*

*IFB 2016-37*

For



**Town of Bluffton  
Beaufort County, South Carolina**

February 26, 2016

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## **PROJECT SUMMARY**

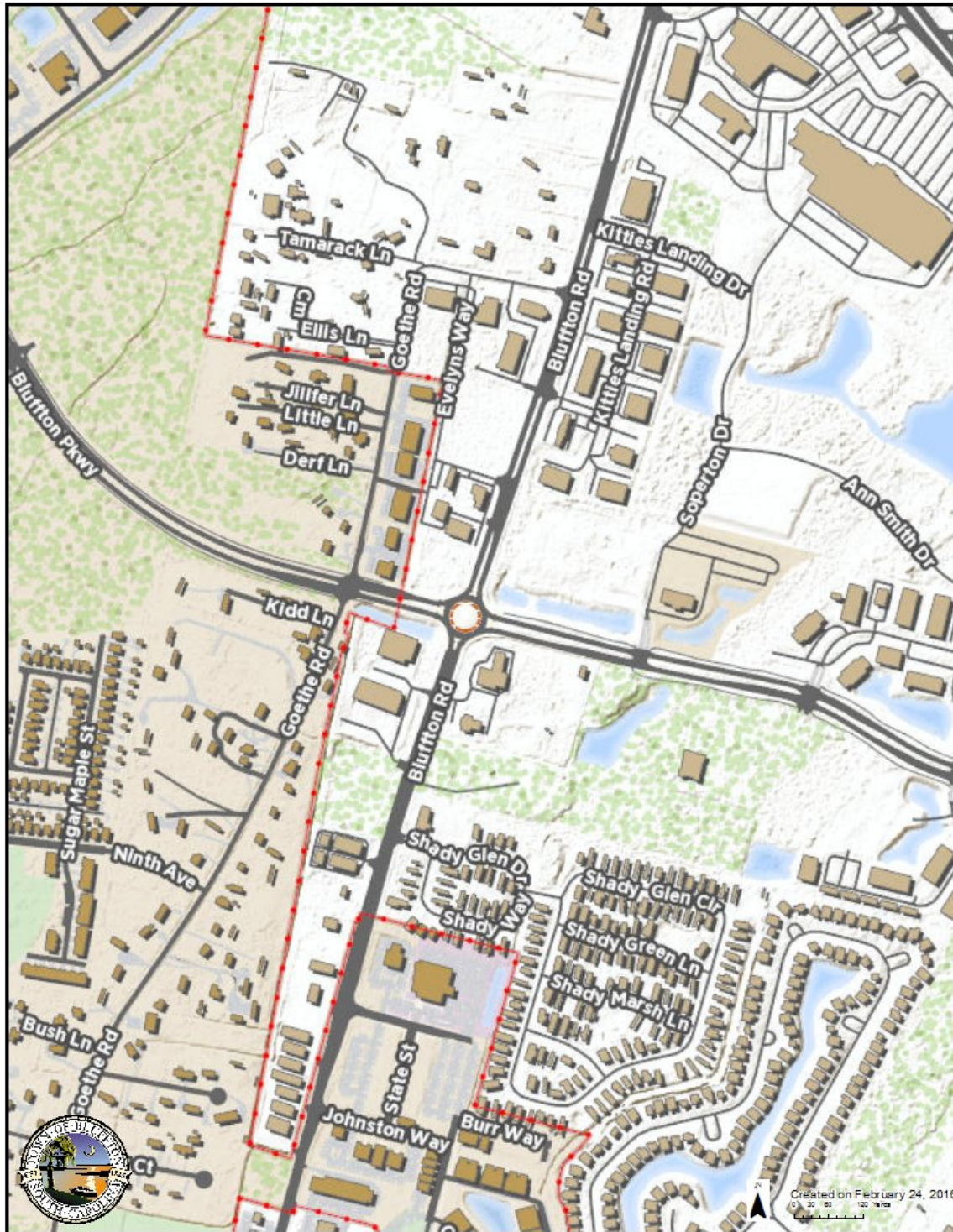
The Town of Bluffton proposes to improve the landscape plantings and add irrigation and accent lighting at the interior of the roundabout located at the intersection of Bluffton Road and Bluffton Parkway in Bluffton, South Carolina. The roundabout is generally considered one of the primary gateways to the Town of Bluffton for visitors and residents. The Town has installed and maintained the existing landscaping in the interior of the circle in the past and this project is meant to provide additional landscape enhancements. The Town is requesting submission of proposals for landscape, lighting and irrigation improvements as described in the plans and bid documents.

The general scope of the landscape improvements includes the following:

1. Excavation and removal of below grade asphalt at the 4 proposed tree locations
2. Site preparation, fill and grading as described in the bid documents.
3. Plantings including trees, shrubs, groundcovers, sod, perennials and annuals.
4. Weed control barrier and mulch
5. Automatic Irrigation system.
6. Site lighting.
7. Permits, fees and inspections as required for installation approvals.
8. Cleanup and disposal.
9. Provide a minimum of a 1 year warranty of materials and labor.

# LOCATION MAP

## Bluffton Road / Parkway Traffic Circle





NOTICE TO CONTRACTORS AND  
INVITATION/ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Town of Bluffton for the DuBois Park, and they are due by 2:00 p.m. (Local Time) on March 10, 2016 at Town Hall, P.O. Box 386, 20 Bridge Street, Bluffton, South Carolina (29910) at which time they will be publicly opened and read. Bids shall be clearly marked as **IFB 2016 - 37 Bluffton Road / Parkway Traffic Circle Landscape Improvements** and offerors shall submit one (1) original and four (3) copies by the stated deadline.

The work under this Contract will consist generally of the following: (See Drawings and Unit Price Schedule)

1. Excavation and removal of below grade asphalt at the 4 proposed tree locations.
2. Site preparation, fill and grading as described in the bid documents.
2. Plantings including trees, shrubs, groundcovers, sod, perennials and annuals.
3. Weed control barrier and mulch
4. Automatic Irrigation system.
5. Site lighting.
6. Permits, fees and inspections as required for installation approvals.
7. Cleanup and disposal.
8. Provide a minimum of a 1 year warranty of materials and labor.

The complete IFB and Plans are posted in the "Business/Bid Opportunities" section of the Town's website at [www.townofbluffton.sc.gov](http://www.townofbluffton.sc.gov). All questions regarding this solicitation should be emailed to Patrick Rooney at [prooney@townofbluffton.com](mailto:prooney@townofbluffton.com) to his attention at 843-706-4521. All questions, related answers and addendums will be posted in the same location as the IFB is posted as they come in, so that any revised information will be available to all participating Offerors. No questions will be accepted after noon on March 8, 2016. Answers to any final questions will be posted on the Town's website by 5 PM the following day.

Bidders on this Work will be required to comply with the President's Executive Order No. 11246

and Order No. 11375 which prohibit discrimination in employment regarding race, creed, color, sex or national origin.

Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, and 40 CFR 33.240.

Bids must be signed by an official of the company authorized to bind the offeror, and it shall contain a statement that the proposed price is good for a period of at least ninety (90) days from the Bid opening date.

The Town reserves the right to refuse any or all bids and to waive any technicalities and formalities. The Town reserves the right to negotiate with all qualified offerors. The Town may cancel this solicitation in part or in its entirety if it is in the Town's best interest to do so.

This solicitation does not commit the Town to award a contract, or to pay for any cost incurred in the preparation of your bids, or to procure or contract for any articles of goods or services.

The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods or services.

**END OF SECTION  
INVITATION FOR BIDS**

## INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. BASIS OF CONTRACT:

See Invitation/Advertisement for Bids and proposal form.

2. PRE-BID CONFERENCE:

No pre-bid conference will be held for this IFB.

3. INTERPRETATIONS:

No oral interpretation will be made to bidders as to the meaning of the Plans and Specifications. Requests for interpretation of Plans and Specifications must be made in writing to Mr. Patrick Rooney at the Town of Bluffton, P.O. Box 386, Bluffton South Carolina (29910), or via facsimile (843) 706-4515, or by e-mail at [prooney@townofbluffton.com](mailto:prooney@townofbluffton.com) no later than noon on February 8, 2016, and failure on the part of the successful bidder to do so shall not relieve him as Contractor of the obligation to execute such work in accordance with a later interpretation by the Engineer. All interpretations made to bidders will be issued in the form of addenda to the plans and specifications and will be sent to all bidders. Such addenda are to be covered in the proposal, and in closing the Contract they will become a part thereof.

4. BIDDERS TO INVESTIGATE:

Bidders are required to submit their proposals upon the following conditions, which shall apply to and become part of every bid received, for example:

Each Bidder must satisfy himself and form his own opinion by personal examination of the location and ground of the proposed work, and by such other means as he may desire, as to the actual conditions and requirements of the work, including the materials to be excavated must make his own interpretations and satisfy himself by his own investigations and research regarding labor and materials needed, and shall make his bid in sole reliance thereon. Any information or data furnished by the Owner or its employees for the convenience of any bidder is not guaranteed.

5. PROPOSALS:

Proposals will be opened and read as stated in the Invitation/Advertisement for Bids.

All bids must be submitted on the Bid Proposal Form furnished to the Bidder as a part of these documents and must be signed. All blanks on the proposal form and unit price schedule must be filled in. Numbers on the Bid Proposal shall be written in English words and



in Arabic Numerals, and the completed form shall be without interlineation, alteration, or erasure. Do not qualify the bid request documents. Failure to submit a proposal in the form requested or the inclusion of any condition, alternate, limitation or provision not called for will render the bid irregular and shall be considered sufficient cause for rejection of a bid. Failure to complete entries in all blanks in the proposal form shall be considered sufficient cause for rejection of a proposal. If the bidder is not currently able to complete the work described in the Plans and Specifications but would like to be considered for future work in the Town of Bluffton, the bidder may submit a Bid Proposal with the terms NO BID". A NO BID" Bid Proposal will be considered a responsive bid.

All proposals need to also include the following:

1. Project plan & Schedule with projected dates.
2. Copies of any required SC license and TOB business license
3. Proof of insurance
4. Base Bid proposal/price
5. Statement documenting number of years in landscape, irrigation and lighting contracting installation business.

All addenda issued shall be acknowledged in the place so designated. All alternates, if any, shall be bid on the term "no bid" shall not be used. In the event that the Bidder does not desire to make a change in price from his Base Bid for any given alternate, he shall so indicate by using the words "no change." Proposals shall close with legal name of Bidder and be executed by one legally authorized to bind the bidding firm to a contract.

Submittal: The Proposal, 3 copies, shall be contained in a sealed envelope bearing the Bidder's name and contractor's license number clearly addressed to the Owner as indicated on the Proposal Form. In addition, in large letters on both the front and back of the envelope, the following shall appear: "PROPOSAL FOR CONSTRUCTION. DO NOT OPEN UNTIL (2:00 pm on March 10, 2016) not later than the date and hour named therein. After that time, no proposals will be received or withdrawn.

6. FORM OF AGREEMENT:

Form of Agreement will be on the enclosed Form in the Bid Documents.

7. AWARD:

The Owner's intent is to make an award within funds available to the lowest responsible and responsive bidder. The Owner reserves the right to reject any or all bids and to waive technicalities and informalities.

If bid exceeds available funds, the Owner may reject all bids. The Owner will decide which is the lowest qualified bidder, and in determining such bidder, the following elements will be considered for each bidder:



- a. Maintains a permanent place of business.
- b. Has adequate plant, equipment and personnel to perform the work properly and expeditiously.
- c. Has suitable financial status to meet obligations incident to the work.
- d. Has appropriate technical experience.
- e. Has acceptable construction schedule.

Awards shall be made only to responsive and responsible contractors who possess the ability or have access to resources to perform successfully under the terms and conditions of proposed procurement. Consideration must be given to such matters as contractor integrity, compliance with public policy, record of past performance, financial, and technical resources.

8. CONTRACTOR TO BE SATISFACTORY TO OWNER:

The Contract will not be awarded to any bidder or bidders who have failed in any contractual obligations to the Owner, or who have on any previous contract performed in a manner unsatisfactory to the Owner, either as to the character of the work, the fulfillment of guarantees or the time consumed in its completion.

One or more bidders shall, upon written request and prior to the letting of the contract, furnish the owner with the following information relative to his own business and that of each of the subcontractors named in his Bid Proposal.

- (a) A statement of his experience, including a list of projects for which he or his firm was a responsible contractor or subcontractor such lists shall indicate the name or identification and location of each project, the year it was completed, a brief description and the approximate dollar value of the work for which he was responsible.
- (b) A statement of experience of each subcontractor named in his Bid Proposal each statement shall include a list of projects for which the named subcontractor was a responsible contractor or subcontractor such lists shall include the name or identification and location of each project, the year it was completed, a brief description and the approximate dollar value of the work for which the named subcontractor was responsible.
- (c) The amount of capital and equipment the Bidder has available for the work of the project.
- (d) A statement showing the financial assets and liabilities of the Bidder, certified to by a Certified Public Accountant.

9. INSURANCE COMPANIES:

The Contract provides that the insurance companies must be acceptable to the Owner. To avoid inconvenience, any bidder or subcontractor should confer with the Owner to determine whether the insurance companies expected to be used on the work are acceptable to the Owner.

**END OF SECTION  
INSTRUCTIONS FOR BIDDERS**

## BID PROPOSAL

TOWN OF BLUFFTON  
P.O. BOX 386  
BLUFFTON, SOUTH CAROLINA 29910

ATTENTION: MR. PATIRCK M. RONNEY  
PROJECT MANAGER

PROJECT TITLE: BLUFFTON ROAD / PARKWAY TRAFFIC CIRCLE LANDSCAPE  
IMPROVEMENTS

SUBMITTED BY: \_\_\_\_\_

Gentlemen:

Having carefully examined the Plans and Unit Price Schedule last revised February 17, 2016 and other Contract Documents relating to the project, and also having carefully inspected the premises and the conditions work, the undersigned hereby proposes and agrees to furnish all materials, labor, skill, equipment, tools and other things of every kind and description specified, needed or used for the complete execution of all work covered by and in conformity with the aforesaid Plans, Specifications and other Contract Documents prepared by Town of Bluffton (hereinafter called the "Owner") and all Amendments and Addenda thereto, for a lump sum of:

\$ \_\_\_\_\_, (\$ \_\_\_\_\_)  
\_\_\_\_\_ ) hereinafter referred to as the Base Bid. Provide a filled out unit price schedule to substantiate unit prices and the bid amount listed above.

### SCHEDULE OF BID PROPOSAL:

Bidder must fill out unit prices, extensions and totals for each line item on the attached Unit Price Schedule. The undersigned proposes that the unit price submissions on the attached Unit Price Schedule are to be used as a basis for pricing change orders to the Contract. The unit price includes all labor, materials, equipment, profit and overhead.

Unit prices shall be used as a bases for Bidder must also include a proposed construction schedule with completion date and provide proposed product samples as required. For complete information concerning these items, see plan and scope of work.

The Undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of ninety days following such time.

In case he/she be notified in writing by mail, telegraph, or delivery of the acceptance of the Proposal within ninety days after the time set for the opening of bids, the Undersigned agrees to execute within ten days a Contract (Form of Agreement between Contractor and Owner) for the work for the above stated compensation.

The Undersigned agrees to commence actual physical work on the site with an adequate force and equipment within ten days of a date to be specified in a written order from the Owner and to complete, fully, all work within 30 consecutive calendar days to reach substantial completion and an additional 15 consecutive calendar days to reach final completion for a total of 45 consecutive calendar days, or within 10 consecutive calendar days if different than specified.

The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.

This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

The Bidder submits the following statement of Bidder's qualifications.

#### BIDDER'S QUALIFICATIONS

NAME OF BIDDER \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

FAX NO. \_\_\_\_\_

WHEN ORGANIZED \_\_\_\_\_

WHERE INCORPORATED \_\_\_\_\_

LICENSED TO DO BUSINESS IN THE STATE OF \_\_\_\_\_

---

The foregoing statement of qualifications is submitted under oath:

Respectfully submitted,

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

The legal name of the Bidder is:

\_\_\_\_\_

(Attach satisfactory evidence of the authority of the officer, or officers, signing on behalf of a corporation.)

### BIDDER'S QUESTIONNAIRE

Have you identified the proposed project manager: \_\_\_\_\_

If so, please name that person: \_\_\_\_\_

Have you identified the proposed on-site superintendent: \_\_\_\_\_

If so, please name that person: \_\_\_\_\_

Is your firm fully cognizant of Town of Bluffton rules and regulations including, but not limited to, tree protection, environmental protection, business licenses, and other requirements: \_\_\_\_\_

Have you visited the job site: \_\_\_\_\_

If so, have you planned how to protect existing property including existing curbs and pavement during deliveries and construction. Please describe your proposed method: \_\_\_\_\_

\_\_\_\_\_

In order to prevent damage to curbing, do you understand that no heavy duty, double axel dump trucks will be permitted to be used for deliveries to the center of the circle:

\_\_\_\_\_

What is your intended approach for material storage and access to the center of the circle to facilitate construction and minimize conflicts with on-going vehicular traffic:

\_\_\_\_\_

\_\_\_\_\_

## **FORM OF CONTRACT**

(Bluffton Road/Parkway Traffic Circle Landscape Improvements)



**TOWN OF BLUFFTON AGREEMENT**  
**Contract Number 2016- 37**

**COUNTY OF BEAUFORT**

**STATE OF SOUTH CAROLINA**

**THIS AGREEMENT** is made the \_\_\_\_\_, 2016 between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "Contractor") and the Town of Bluffton  
(hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of  
South Carolina.

**WHEREAS**, the Town desires to install new landscaping, irrigation and lighting, located at the Bluffton  
Road/Parkway Traffic Circle, Bluffton SC 29910.

**WHEREAS**, the Town and Contractor desire to enter into an Agreement wherein the Contractor shall  
provide such services as set forth herein below:

**NOW, THEREFORE**, for and in consideration of the mutual promises, undertaking and covenants set  
forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the  
Contractor, the parties hereto agree as follows:

1. Services/Schedule: The Contractor shall perform services per the attached scope of work and  
schedule in "Attachment 1".
2. Deliverables: The deliverables resulting from execution of the above mentioned work shall be:
  - a. Excavation and removal of asphalt at 4 proposed tree locations
  - b. Site preparation, fill and grading as described in the bid documents.
  - c. Plantings including trees, shrubs, groundcovers, sod, perennials and annuals.
  - d. Weed control barrier and mulch
  - e. Automatic Irrigation system.
  - f. Site lighting.
  - g. Permits, fees and inspections as required for installation approvals.
  - h. Cleanup and disposal.
  - i. Provide a minimum of a 1 year warranty of materials and labor.
3. Fees: The total cost of these services shall be:  
\$ \_\_\_\_\_,  
(\$ \_\_\_\_\_).
4. Invoicing: The Contractor shall send invoices to the Town of Bluffton, PO Box 386 Bluffton, SC  
29910, Attn: Patrick Rooney. The invoice should reference contract number **2016-37** Approved  
invoices shall be paid within 30 days upon receipt of invoice.
5. General Terms and Conditions:
  - a. The contractor is required to maintain appropriate levels, in the Town's sole opinion, of  
insurance for general liability, auto liability, professional liability, and workers compensation  
coverage. The contractor must provide the Town with a Certificate of Insurance for each that  
names the Town as an additional insured. The contractor is required to immediately contact the  
Town should any change to these policies occur during the course of the performance of this  
contract. Failure to maintain these policies is grounds for termination.
  - b. Work will commence at NOTICE TO PROCEED and expire upon completion and acceptance  
of the project. All deliverables, whether goods, services, supplies, or other, shall become the  
property of the Town. Any deliverables that may be provided in hard copy and electronic form,  
such as drawings, plans, specifications, reports, or other, shall be provided in such formats and  
orientations as required by the Town.

- c. Contractor shall be licensed to perform the work including, but not limited to, a current Town of Bluffton Business License and any required State of South Carolina license.
- d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
- e. In the event the Contractor is required to hire Sub-Contractors, those Sub-Contractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Sub-Contractors and to immediately notify the Town of any changes. Use of non licensed Sub-Contractors is grounds for termination.
- f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.
- g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.
- h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties. The Contractor may not assign this contract without the prior written approval of the Town.
- j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- k. In the event the Town has to proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.
- l. Unless otherwise specified in this Agreement, Contractor shall provide a one (1) year warranty for the work performed hereunder, with said time to be measured from the date of final acceptance of the work by the Town.
- m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town

**IN WITNESS WHEREOF**, the parties hereto affixed their signatures hereto the date first written hereinabove.

Contractor: \_\_\_\_\_

TOWN OF BLUFFTON

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Attachments: 1. Scope of Work, 2. Project Schedule, 3 Unit Price Schedule

## **GENERAL CONDITIONS**

(Bluffton Road/Parkway Traffic Circle Landscape Improvements)

## **PART 1 - GENERAL**

**1.1. OWNER:** The term "Owner" as used in the Contract Documents is defined as TOWN OF BLUFFTON. The Owner will be responsible for construction inspections. All Shop Drawings will be reviewed and approved by the Owner.

**1.2. CONTRACTOR:** The Contractor shall secure and pay for the required local building or construction permits (as required). The Contractor shall have a minimum of 5 years continuous experience in landscape/ hardscape construction (or equal – as approved by the Owner) and may be required to submit a list of previous experience on similar projects. If required, the previous experience record will be submitted to the Owner for review / approval prior to award of Contract. Allow ten (10) working days experience record review/verification/approval.

**1.3. RESPONSIBILITY OF CONTRACTOR:** Upon award of the Contract, the Contractor will execute the Contract and is obligated to proceed under the terms of the Contract and fulfill all elements of the Contract in a manner satisfactory to the Owner.

It is the responsibility of the Contractor to read through the Drawings, Project Specifications, and Contract Documents thoroughly. Failure to do so is considered as negligence on the part of the Contractor and the Owner shall not be responsible for Contractor disregard.

**1.4. SCOPE OF WORK:** The "work" under this contract includes the furnishing of all plant, labor, materials, equipment, and all items and services of every nature whether particularly mentioned or not that will be required to complete the construction of the Project.

**1.5. GENERAL DRAWINGS AND SPECIFICATIONS:** The general Drawings and Specifications referred to in the Contract Documents and elsewhere are those described below, all of which were prepared by the Town of Bluffton, shown below, and dated (2-17-16).

### **PROJECT DRAWINGS:**

<b><u>SHEET</u></b>	<b><u>DRAWING TITLE</u></b>
<b>1</b>	<b>LANDSCAPE PLAN</b>
<b>2</b>	<b>IRRIGATION AND LIGHTING PLAN</b>
<b>3</b>	<b>PLANTING AND LIGHTING DETAILS</b>

The Contractor shall carefully check all Drawings and advise the Town if any errors or omissions are discovered. The Contractor shall not take advantage of any errors or omissions as full instructions will be furnished by the Town should any errors or omissions be discovered. Contractor shall notify the Engineer immediately if additional dimensions and/or layout information is needed for the Project. The Engineer will provide additional information as needed.

**1.6. OWNER FURNISHED MATERIALS AND EQUIPMENT:** Materials and equipment, indicated on the drawings as "Not in Contract" and "Not Included in Contract" will be furnished and installed by Owner, unless specified otherwise hereinafter.

**1.7. LIGHTS AND POWER:** The Contractor shall furnish all temporary light and power, including all wiring, lamps and miscellaneous equipment required for the completion and inspection of the work. The Contractor will pay all costs for power used in the execution of the work, including electrical permits, fuel, etc.

**1.8. WATER:** Contractor will furnish and pay all cost for water used in the execution of the work, and shall provide any temporary water line required. A daily supply of fresh potable water shall be provided by the Contractor for the workers.

**1.9. TEMPORARY HEAT:** The Contractor shall provide temporary heat as he feels is required for construction purposes and to protect and dry all work during cold weather. The Contractor shall pay for all cost of all temporary heat required during construction.

**1.10. TOILETS:** The Contractor shall provide and pay for all temporary toilet facilities. At least one toilet facility per 15 workmen shall be provided and maintained at least twice a week or as required by State or local regulations – but in no case shall be less than the previously-mentioned requirements of this paragraph.

**1.11. LINES, GRADES, AND MEASUREMENTS:** The Contractor will establish his own working lines and grades from the basic reference lines, benchmarks, and coordinates supplied by Engineer and shall be responsible for accuracy of the same. The Contractor shall notify the Owner immediately if additional dimensions, spacings, and/or layout information are needed for proper completion of the Work – as determined by the Contractor.

**1.12. SHOP/WORKING AND CONSTRUCTION DRAWING - SUBMITTALS:** The Contractor shall submit to the Owner a complete schedule of data on materials and equipment to be incorporated in the work. Submittals shall be supported by descriptive material, such as catalogs, cuts, diagrams, performance curves and charts published by the manufacturer, to show conformance to specification and drawings requirements model numbers alone shall not be acceptable.

The purpose of shop drawing submittals is to demonstrate to the Owner that the Contractor understands the design concept. The Owner's review of such drawings, schedules, or cuts shall not relieve the Contractor from responsibility for deviation from drawings or Specifications unless he has, in writing, called the Owner's attention to such deviation at the time of submission, and has received from the Owner, in writing, permission for such deviations.

At the completion of all construction and subsequent modifications, the Contractor shall prepare and deliver to the Owner copies of all previously submitted preliminary and shop drawings, each modified to include all subsequent additions and revisions that were made during construction. This said copy will be identified as AS-BUILT SHOP DRAWINGS.

The Contractor shall not order any material until the submitted detail drawings have been reviewed. If the Contractor departs from this procedure for his own convenience, such departure shall be at his own risk and expense, if any. The Contractor shall also give the Owner notice, stating the quantity of material ordered and the location.

**1.13. PAYMENT:** The Contractor shall provide a Labor and Materials Payment Bond as required by the Contract Documents. Also, a partial release of lien on each draw request and a final release of lien on the final draw shall be provided to the Owner. Progress payments, less retainage, will be made monthly based on an estimate made by the Contractor and confirmed by the Town of Bluffton Representative of the work completed. Payment requests will be submitted to the Owner for processing and payment.

**1.13.a PROJECT CLOSE-OUT AND FINAL PAYMENT:** The following documents should be completed prior to requesting/submitting for final payment:

- a. 100% project completion
- b. Final project inspection and approval
- c. As-built record drawings
- d. All pertinent local and State agencies sign-offs

**1.14. SCHEDULING:** All construction must be coordinated with the Owner and must be completed by the date specified in the **Notice to Proceed**. Deviation from the agreed-upon construction schedule may only take place with written permission from the Owner. A Notice to Proceed will be issued after award of Contract for the Project.



At the Pre-Construction meeting, the Contractor shall submit a Gantt Chart Schedule of activities and cost on each bid item with starting and completion dates for each major activity on each item.

**1.15. AMBIGUITIES:** In the event of any ambiguities arising in the Contract, the Contract Documents will take precedence over these Special Conditions.

**1.17 INSURANCE REQUIREMENTS:** Contractor shall provide Certificates of General Liability Insurance with minimum limit of \$1,000,000 and Workers Compensation Insurance in accordance with current State regulations. The Owner (Town of Bluffton) shall be named as Additional Insureds.

Contractor shall also be required to carry Builders Risk insurance for the Project. Additionally, any coverage that may not be specified but is required by the type of work involved with this project shall be provided / carried by the Contractor.

**1.18 RETAINAGE:** A retainage of 10% shall be withheld on all progress payments for all completed work for the Project.

**1.19 SITE SECURITY:** It will be the Contractor's responsibility to provide security at the Project Site at all times throughout the duration of the Project.

**1.20 SAFETY:** All aspects of Safety for the Project (including workers, inspectors, pedestrians and bystanders using park amenities, etc.) throughout the duration of the Project shall be the responsibility of the Contractor.

Note: Park playground area and other amenities will be in use during construction hours. The contractor shall keep area safe at all times and constantly monitor safety measures and coordinate work accordingly with this in mind. (Expect more public presence during farmer's market day every Thursday).

## **PART 2 – PRODUCTS**

**2.01. GENERAL:** All products are to be of the type specified, or if unspecified, shall meet the minimum industry or local standards. Substitution of specified products shall not be made without prior written approval of the Owner.

**2.01.a MATERIALS ON SITE:** The Contractor will be required to submit a laydown area plan for materials he plans to store on site. The storage area shall be enclosed to keep materials safe from theft and for public safety reasons. All materials should be stored according to their ASTM listing/guidelines for said materials.

## **PART 3 - EXECUTION**

**3.1. EXISTING UTILITIES AND STRUCTURES:** The locations of all underground and overhead lines and structures may not be shown on the plans. The Contractor shall be responsible for locating all underground utility lines and structures before digging. Other underground utilities or structures may be in place. The Contractor shall make every effort to locate other possible unknown utility lines by use of an electronic pipe finder, or other means he may prefer, and shall excavate and expose all existing underground lines in advance of any trenching, digging, or pile driving operations. This Contractor will be held responsible for the workmanlike repair of any damage done to any utilities or amenities during work under this contract. The Contractor shall familiarize himself with the existing conditions and be prepared to adequately care for and safeguard himself, the public and the Owner from damage.

**3.2. DAMAGES DURING CONSTRUCTION:** The Contractor shall hold the Owner and the owners agent harmless from any damages resulting from his work obstructing or interfering with any existing utilities, or violation of normal industry operating or safety standards.

**3.3. RIGHT-OF-WAY:** The necessary land for the construction of the work will be furnished by the Owner. The Owner will provide no right-of-way over other property. The Contractor shall take every possible precaution to inconvenience as little as possible the owners or tenants of adjacent property. Public road access shall not be obstructed in such a way as to inhibit traffic flow. The Contractor shall take notice of any utility easements on the site. The Contractor shall, at his own expense, repair any damage or injury to either public or private property during the progress of the work.

**3.4. ACCESS ROADS:** Streets, roads, and drives used by the Contractor for access to and from the site of his work shall be protected from damage in excess of that caused by the normal traffic of vehicles used for or in connection with the construction work. Any such damage shall be repaired immediately and left in good condition at the end of the construction period.

**3.5. UTILITIES:** The Contractor shall make his own arrangements for all utilities required for the work (see Paragraphs 1.07, 1.08, and 1.09). Contractor shall pay for all utilities including tap fees and permits if necessary.

**3.6. REMOVAL OF OBSTRUCTIONS:** The Contractor may, with the Owner's consent, remove obstructions to his operations, but they shall be removed and replaced at the Contractor's expense.

**3.7. RESTORATION OF DISTURBED AREAS:** All areas disturbed by, during, or remaining as a result of construction activities shall be restored to their original or better condition.

**3.8. PROTECTIVE WORK:** The Contractor shall furnish and install all necessary temporary measures for the protection of the work, including barricades, warning signs, and flashing lights at night.

**3.9. EMERGENCY WORK:** The Contractor shall at all times (night, weekends, or holidays) have a responsible man available whom the Owner may contact in case of emergency repairs. Upon notification of any emergency work necessary, the Contractor's representative shall immediately take steps to make such repairs. Contractor shall supply name, address, and phone number to the Owner and Engineer at the pre-construction meeting.

**3.10. CLEANING UP:** At completion, remove all surplus materials and other debris resulting from work. Leave entire site in satisfactory, acceptable, broom-clean condition.

**3.11. VERIFICATION:** Contractor to verify that alignment gradients and elevations are correct. Commencement of work means acceptance of existing conditions.

**3.12 PERMITS:** Contractor shall meet the requirements of applicable local, state, and federal agencies. If Contractor is stopped or altered in construction activities due to non-compliance with permit conditions, no additional cost for work stoppage shall be paid by Owner. All permits shall be kept on site by the Contractor. Contractor shall not commence work unless he has obtained all permits required for this work from the Owner and any required agencies.

Contractor shall be responsible for acquiring any/all building permits required for this Project.

**3.13 WEATHER:** Contractor shall evaluate work requirements with normal weather conditions for the appropriate time of construction. No time extensions will be granted for bad weather conditions that are normal for this project time period.

**3.14 WORKING HOURS:** Working hours shall be Monday through Saturday, 7:00 AM till 7:00 PM – unless otherwise modified in writing by the Owner.

**3.15 PROTECTION OF PERSONS AND PROPERTY:** The Contractor shall exercise every precaution to prevent injury to persons or damage to property while performing his work. It shall be the responsibility of the Contractor to resolve any and all claims concerning damage to private property as a result of his activities.

**3.15a ADJUSTMENT OF DISCREPANCIES:** In all cases of discrepancies between the various dimensions and details shown on drawings, or between the drawings and these specifications, the more expensive construction shall be estimated before construction is started the matter shall be submitted to the Owner for clarification. Without such a decision, discrepancies shall be adjusted by the Contractor at his own risk and in settlement of any complications arising from such adjustment the Contractor shall bear all of the extra expense involved.

**3.15.b TESTING:** All tests/inspections shall be the responsibility of the Contractor. Testing shall be conducted as required in the various sections of these specifications, in accordance with ASTM Standards.

**3.16 ENVIRONMENTAL PROTECTION MEASURES:** Environmental protection of the site environs during construction is vital. The Contractor shall comply with whatever measures are necessary to minimize oil or petroleum spills, soil erosion and siltation, and air pollution caused by his operation. The Contractor shall also comply with the applicable regulations and

Best Management Practices of all legally constituted authorities relating to erosion control, and pollution prevention and control. The Contractor shall keep himself fully informed of all such regulations which in any way affect the conduct of the work, and shall at all times observe and comply with all such regulations. In the event of conflict between such regulations and the requirements of the specifications, the more restrictive requirements shall apply.

**3.17 OBSERVATION:** The Town of Bluffton Representative will visit the Project, evaluate schedule and production, and by observation satisfy themselves that the project is being performed in substantial compliance with Contract Documents. The presence of the Town Representative shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications.

**3.17.a PROJECT MANAGEMENT:** The Contractor shall schedule and coordinate the work of the Contractor and all subcontractors and others involved to maintain the accepted progress schedule. His duties shall also include the planning of the work, the scheduling of ordering and delivery of materials, and checking and control of all work under this Contract. Construction schedules shall be submitted to the Owner for review prior to the start of any work. Schedules shall be verified or updated at the owner's request on a monthly basis.

The Contractor shall be responsible for complete supervision and control of his subcontractors as though they were his own forces. Notice to the Contractor shall be considered notice to all affected subcontractors.

The Contractor shall appoint a qualified representative to act as the Project Coordinator, or Superintendent, who shall be responsible for coordinating all work and providing liaison with the Owner. The Project Coordinator or Superintendent shall, in addition, plan the work, schedule the ordering and delivery of materials, and check and control the various phases of the construction of all work under this Contract. The Project Coordinator or Superintendent shall, in all matters, represent the Contractor at the sites of the work in the absence of a Corporate Officer or Principal of the firm.

The Project Coordinator or Superintendent shall not be changed without Owner's approval unless the Project Coordinator or Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ.

**3.17.b MAINTENANCE DURING CONSTRUCTION:** The Contractor shall maintain the work area from the beginning of construction operations until final acceptance of the project. Special care should be taken to maintain work area safe during weekends and other non-work days. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the site and structures thereon are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required by the State in which this project is located. Upon completion of the work, the Contractor shall remove all construction signs and barriers before final acceptance of the Project.

**3.18 PRE-CONSTRUCTION CONFERENCE:** A Pre-construction Conference will be arranged by the Owner after award of Contract and before commencement of work. The Owner will notify the Contractor of time and date for meeting. At this conference, the Contractor shall be oriented with respect to the Owner's procedures and lines of authority, contractual, administrative, and construction matters. The Contractor shall submit, prior to the Pre- construction Conference, a schedule for completion, a list of equipment, and such other documentation that may be required to assure that the project will be completed in accordance with all Contract conditions and documents.

**3.21 TEMPORARY PARKING PLAN FOR CONTRACTOR EMPLOYEES –**  
Contractor  
shall provide a temporary parking plan for his employees as parking in the Dubois Park area is limited.

**END OF SECTION  
GENERAL CONDITIONS**

## Landscape Unit Price Schedule

### BLUFFTON ROAD TRAFFIC CIRCLE LANDSCAPE IMPROVEMENTS - Town of Bluffton

Prepared by: Pat Rooney

DATE:

2/17/2016

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<b>LANDSCAPE EARTHWORK &amp; DEMOLITION</b>					
1	Spray and remove weeds in proposed plant bed and sod areas and remove mulch in proposed sod areas.	1 LS	@	\$ _____	\$ _____
2	Transplant existing perennials from center of circle to location indicated on the plan (Yellow Cosmos)	1 LS	@	\$ _____	\$ _____
3	Excavate at proposed Crape Myrtle locations and remove 4' diameter of old asphalt road bed	1 LS	@	\$ _____	\$ _____
4	Install and grade fill dirt (well drained soil only.)	28 CY	@	\$ _____	\$ _____
5	Install and Grade Topsoil (see plans for soil specs)	28 CY	@	\$ _____	\$ _____
6	Fine Grading all proposed plant bed and sod areas (including required soil amendments for all tree and shrub plant pits)	3,671 SF	@	\$ _____	\$ _____
<b>PLANT MATERIALS</b>					
<b>Trees</b>					
7	Lagerstroemia indica 'Tuskegee' Tuskegee Crape Myrtle 8'-10' ht., 3'-5' sp., 45 g min. Multi-trunk Specimen	4 EA	@	\$ _____	\$ _____
<b>Shrubs</b>					
8	Podocarpus macrophyllus Pringles Dwarf Pringles Podocarpus 18"-24" ht., 15"-18' sp., 7 gal min.	23 EA	@	\$ _____	\$ _____
<b>Groundcovers / Grasses / Annuals / Perennials/Mulch</b>					
9	Liriope muscari 'Evergreen Giant' Evergreen Giant Liriope 12"-15" ht., 1 gal. min.	74 EA	@	\$ _____	\$ _____
10	Muhlenbergia cappilaris Pink Muhly Grass, 15"-18" ht., 3 gal. min.	72 EA	@	\$ _____	\$ _____
11	Canna sp. Tropicana Purple Tropicana Cannas, 24"-30" ht., 12"-15" sp., 3 Gal (Locate in field near the center of the circle)	15 EA	@	\$ _____	\$ _____

12 Mixed Perennials 1 gallon - Selections approved by Owner 24" o.c.	140 EA	@	\$_____	\$_____
13 Eremochloa ophiuroides Centipede Grass	1,221 SF	@	\$_____	\$_____
14 Weed Control Barrier (Commercial Grade Fabric)	2,450 SF	@	\$_____	\$_____
15 Color Guard Shreaded Hardwood Mulch (Dark Brown Shreaded Mulch - 3" coverage)	40 CY	@	\$_____	\$_____

#### IRRIGATION

16 Irrigation System - (100% coverage for all new and existing plantings (Automatic system, complete & installed. Spray irrigation for all sod, groundcover and existing shrubs, and drip for all new trees and shrubs)	5,000 SF	@	\$_____	\$_____
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#### ELECTRICAL

17 Miscellaneous Electrical Hook - up for specified landscape lighting system (Tie into existing panel, wiring, timer, etc)	1 LS	@	\$_____	\$_____
18 Transformer (Vista ES - 150 w/ DTC-200)	1 EA	@	\$_____	\$_____
19 Ground Mounted Lights (Vista GR-2216-B-NL (Retrofit with 5W LED, Warm, 30d Spread)	8 EA	@	\$_____	\$_____

**TOTAL.....**                     

#### Note:

1) To protect concrete curbs and pavement, contractor shall not devliever fill dirt, top soil, mulch and other materials using a double axel heavy duty dump truck.



- 1) Excavate, auger and remove a 4' diameter area of old road bed under each proposed tree (4 ea.) and backfill tree pits with topsoil.
- 2) Transplant existing perennials from the center of the circle and relocate to behind the existing plant beds where indicated on the plan.
- 3) Install fill dirt and topsoil to the center of the circle to mound center for positive drainage. Start fill at existing grade at the inside of the the existing plantings to +2' of fill at the center of the circle.
- 4) To avoid damage to existing curbs and concrete walk. Deliver fill material with smaller single axel dump trucks. No heavy duty dump trucks are permitted to be used. Contractor to build stacked 3/4" plywood bridges at curb breaks to distribute load and avoid damage to existing curbs.



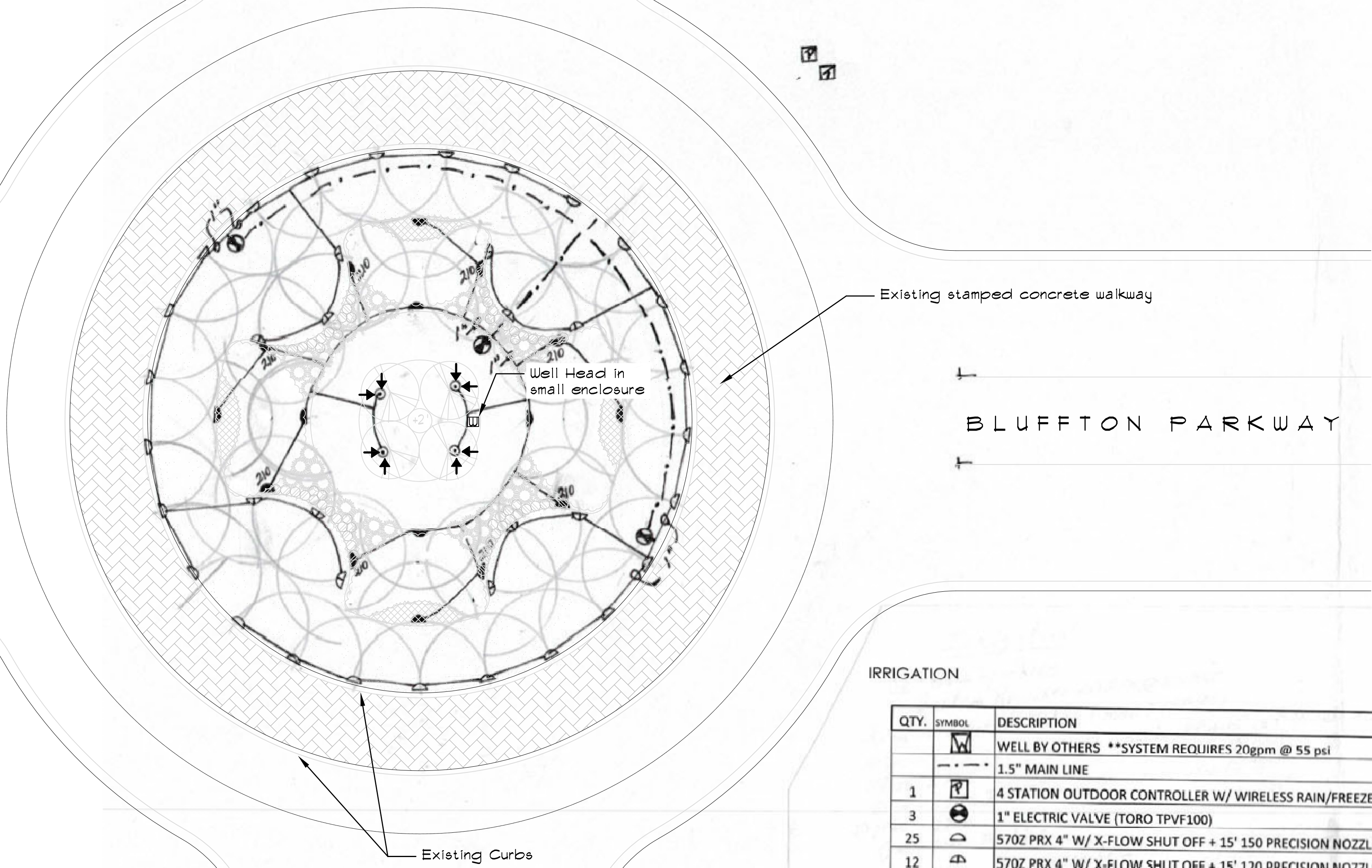
QUAN.	SYMBOL	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	CAL/ROOT	NOTES
<b>TREES</b>							
4	LAGI	Lagerstoemia indica 'Tuskegee'	Tuskegee Crape Myrtle	8'-10'	4'-5'	B4B or 45 Gal Min.	Multi-trunk specimen
<b>SHRUBS</b>							
23	PODP	Podocarpus macrophyllus Pringle	Pringles Podocarpus	18"-24"	15"-18"	1 Gal. Min.	
<b>GRASSES, GROUNDCOVERS, PERENNIALS, ETC.</b>							
14	LIRE	Liriope muscari 'Evergreen Giant'	Evergreen Giant Liriope	12"-15"	12"-15"	1 Gal. - 24" o.c.	
12	MUHC	Muhlenbergia capillaris	Pink Muhly Grass	15"-18"	12"-15"	3 Gal. Min.	
140	PERN	Seasonal Annuals or Perennials	Selections by LA/Owner	10"-12"	10"-12"	1 Gal. - 24" o.c.	
1221	SOD	Eromochloa ophiuroides	Centipedegrass				
40 CY	MULCH	Dark Brown Color Guard Shredded Mulch				3" Depth	
28 CY	FILL DIRT	Well drained Topsoil (bottom 1' of fill area)				Fill for center of circle	
28 CY	TOPSOIL	Topsoil mix to include 1/3 sand, 1/3 pine bark soil conditioner, and 1/3 native soil				Fill for center of circle	
2.450 SF	BARrier	Weed Control Landscape Barrier - Landmaster Commercial Fabric or equal				Black Fabric	
15	CANT	Canna sp. Tropicana Purple	Purple Tropicana Canna	24"-30"	12"-15"	3 Gal. Not shown on plan	Locate in field

1. Materials list was prepared for estimating purposes, Contractor shall make own quantity take-off using drawings and specifications to determine quantities to his satisfaction, reporting promptly any discrepancies which may effect bidding.
2. Root types may be freely substituted in case of balled and burlapped or container grown, all other specifications to remain unchanged. Height and spread specifications rule over container sizes
3. Contractor to verify that all plant materials are available as specified when proposal is submitted.
4. See tree, shrub, and groundcover planting details and special provisions for planting specifications.
5. Soil shall be amended by Contractor as indicated by soil test to achieve proper soil conditions.
6. Contractor shall stake out all shrub bed lines, tree locations, and shrub groupings for approval by Owner's Representative before beginning planting operations.
7. All plant beds to receive 3" Color Guard shredded mulch.
8. Contractor to maintain the plantings and control weeds in mulch areas through the duration of construction until final acceptance. Contractor shall guarantee all plantings for 1 year. Unhealthy or dead plants shall be replaced on or before the end of the 1 year warranty period.
9. All plant beds and areas to receive 100% irrigation coverage.
10. In the plant schedule, plants noted as 'specimen', shall be selected by the Owner's Representative at the nursery or via submittal of photos of the proposed specimen planting stock for approval.
11. Preemergent herbicide shall be applied to planting areas prior to landscape installation and according to manufacturer's instructions.
12. Plant bed shall be tested for pH and amended prior to installation for optimum growing conditions.



BLUFFTON PARKWAY

BLUFFTON ROAD  
(SC HWY 46)



IRRIGATION NOTES:

The irrigation system will conform to the following standards:

1. Provide 100% coverage of plant beds, grass areas and buffers. Irrigation system to meet all local and national plumbing and electrical codes. Contractor to provide schematic irrigation layout for approval prior to installation.
2. Provide electric automatic timer control. Coordinate location of controller with Owner.
3. Incorporate zones that separate grass areas from plant beds.
4. No spraying of roads and walks permitted.
5. Utilize swing-joints and/or flex-risers on all heads next to roads, parking and walks.
6. Contractor will provide 3 sets of as-built irrigation drawings after construction is complete and approved by the Owner.

IRRIGATION

QTY.	SYMBOL	DESCRIPTION
		WELL BY OTHERS **SYSTEM REQUIRES 20gpm @ 55 psi
		1.5" MAIN LINE
1		4 STATION OUTDOOR CONTROLLER W/ WIRELESS RAIN/FREEZE SENSOR
3		1" ELECTRIC VALVE (TORO TPVF100)
25		570Z PRX 4" W/ X-FLOW SHUT OFF + 15' 150 PRECISION NOZZLE
12		570Z PRX 4" W/ X-FLOW SHUT OFF + 15' 120 PRECISION NOZZLE
8		570Z PRX 4" W/ X-FLOW SHUT OFF + 12' 180 PRECISION NOZZLE
8		570Z PRX 4" W/ X-FLOW SHUT OFF + 12' 210 PRECISION NOZZLE
4		FLOOD BUBBLER

LIGHTING

QTY.	SYMBOL	DESCRIPTION
1		VISTA ES-150 TRANSFORMER W/ DTC-200
2		VISTA GR-2216-B-NL W/ 5W 30 LED
		**NOTE: USE 10-2 WIRE FROM TRANSFORMER TO CIRCLE THEN USE 12-2 WIRE TO FIXTURES



LANDSCAPE RENOVATION  
FOR  
BLUFFTON RD. / PKWY.  
TRAFFIC CIRCLE

PREPARED FOR:  
THE TOWN OF BLUFFTON, SC

SEPTEMBER 15, 2015  
Revised February 17, 2016

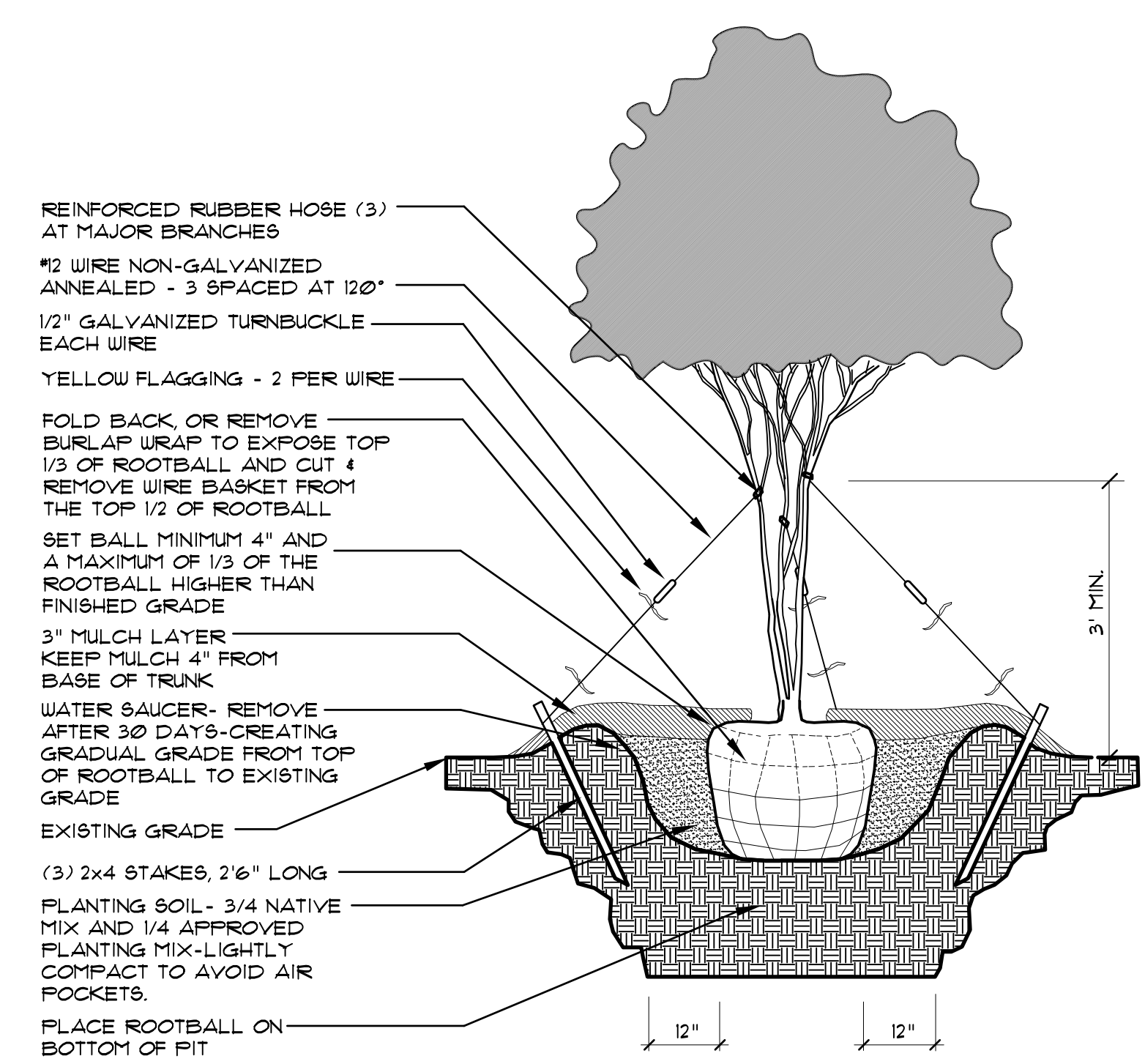
Sheet 2 of 3  
IRRIGATION & LIGHTING PLAN

NORTH

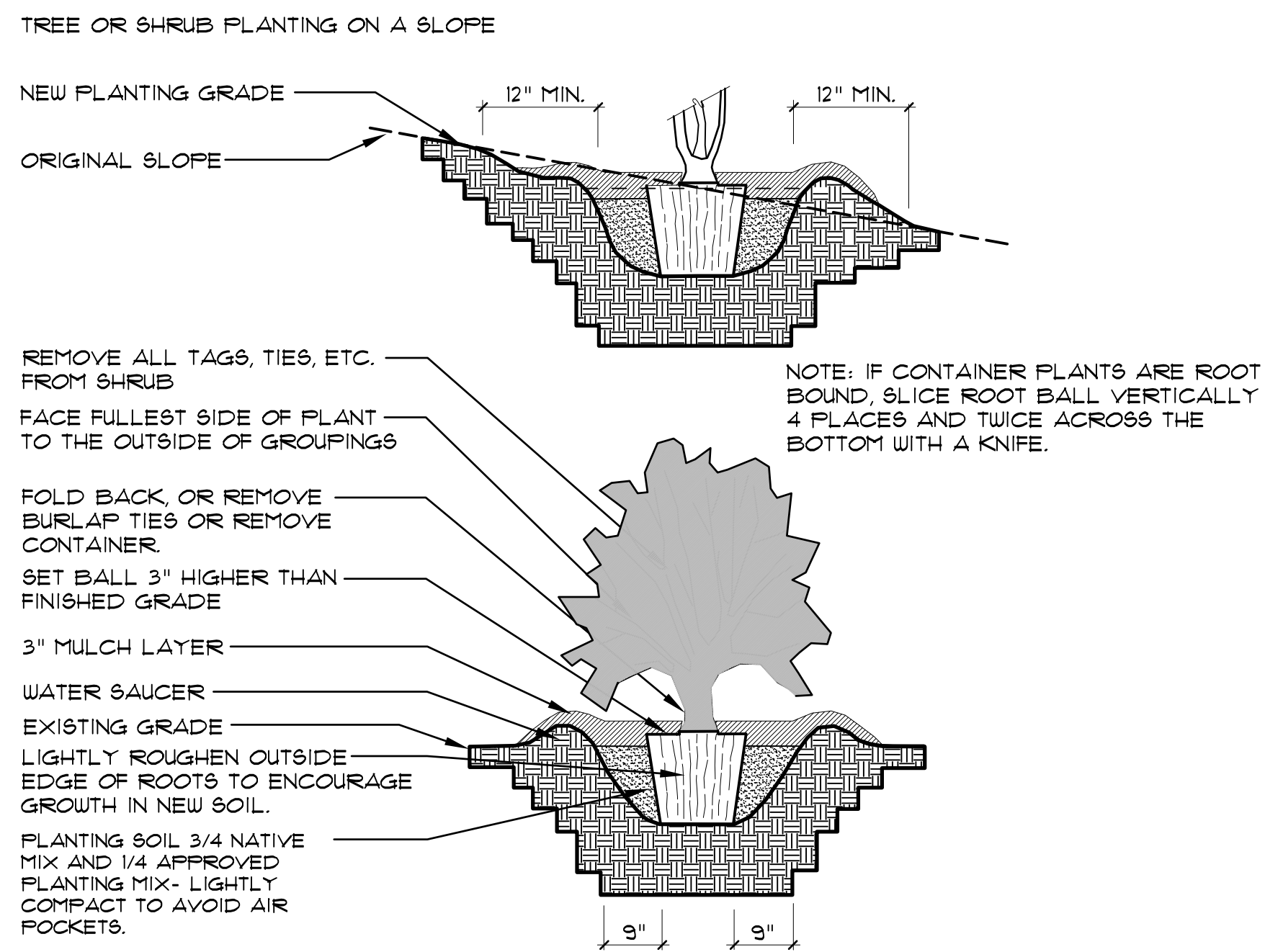
SCALE 1" = 16'

0 16' 32' 48'



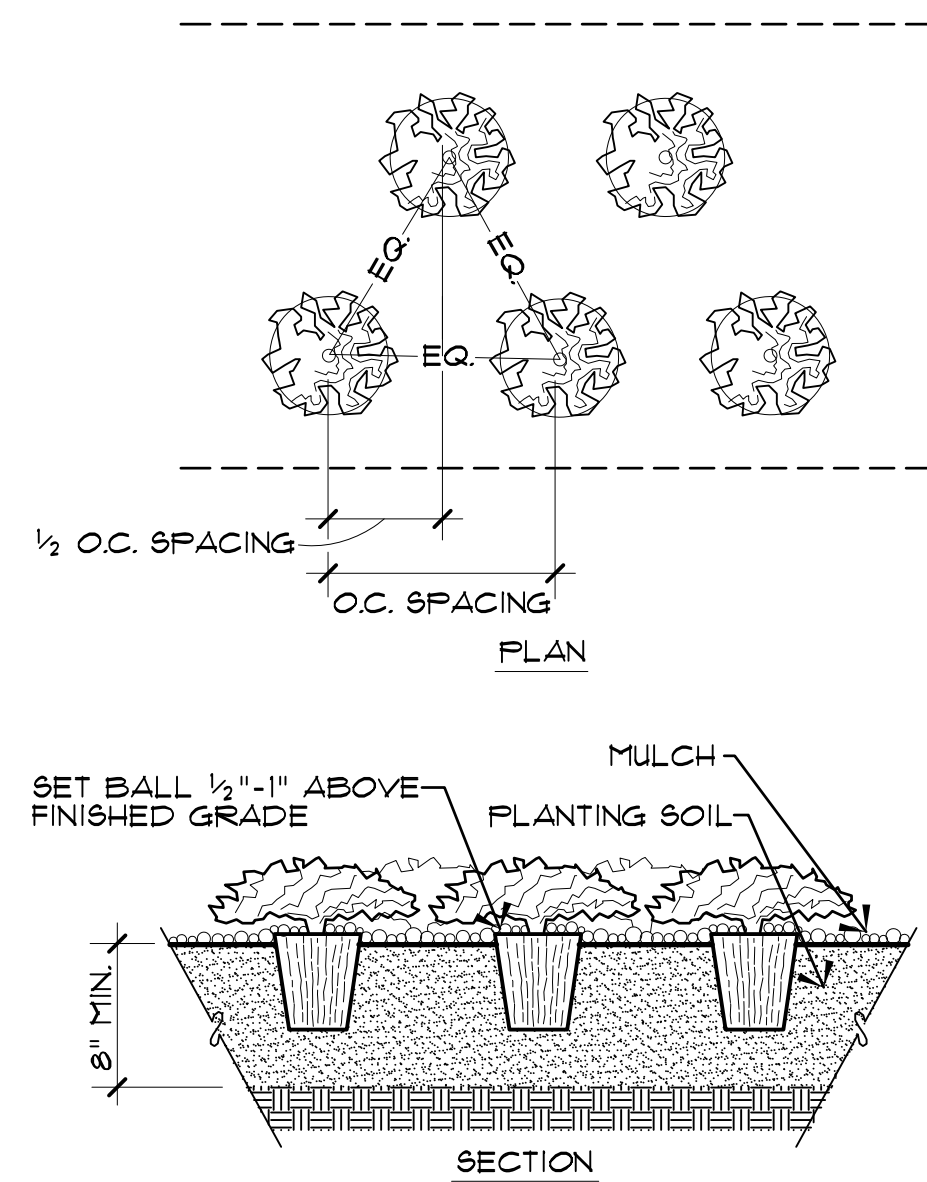


**1** **MULTI-TRUNK TREE PLANTING**  
**3** **SCALE: NTS**



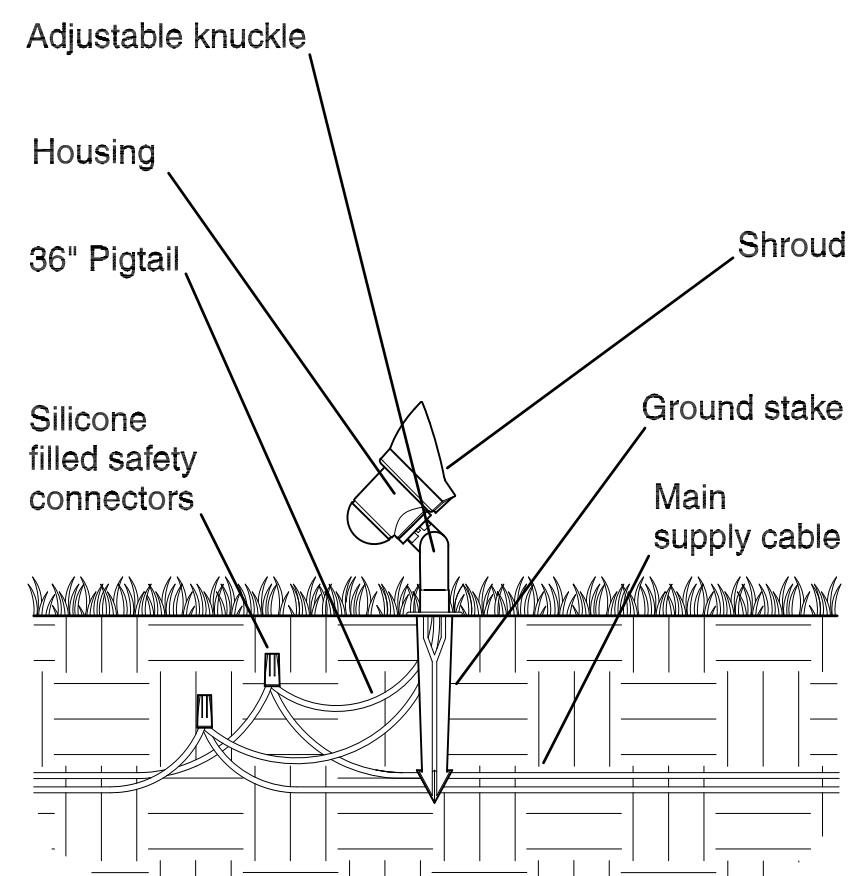
**2** **SHRUB PLANTING**  
**3** **SCALE: NTS**

- NOTES:
1. PREPARE PLANTING BED WITH  
8" LAYER OF PLANT SOIL MIXTURE.
  2. PLACE PLANTS IN PREPARED BEDS,  
SPACING AS SPECIFIED.
  3. SLICE & LOOSEN ROOT BOUND  
ROOT BALLS.



LANDSCAPE RENOVATION  
FOR  
BLUFFTON RD. / PKWY.  
TRAFFIC CIRCLE

PREPARED FOR:  
THE TOWN OF BLUFFTON, SC  
SEPTEMBER 15, 2015  
Revised February 17, 2016



**3** **SHRUB PLANTING**  
**3** **SCALE: NTS**

**4** **SHRUB PLANTING**  
**3** **SCALE: NTS**